

REMARKS

The Office Action rejects Claims 1, 4-9, 12-18, 21-23, 26-32, and 35-38 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2004/007732 to Ephraim (hereinafter "Ephraim") in view of U.S. Patent Application Publication No. 2004/0018829 to Raman (hereinafter "Raman").

Applicant has amended the claims as shown above in the listing of amended claims to clarify the subject matter that is claimed. In light of the amendments and subsequent remarks, Applicant respectfully submits that the claims are in condition for allowance.

The Rejection of Independent Claims 1, 9, 14, 23, 28, 30, 32, 37, and 38

Claim 1 recites, *inter alia* "wherein remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups[.]" The Examiner admits that Ephraim does not distinctly disclose this element and cites paragraph [0038] of Raman to cure the deficiency. Applicant respectfully disagrees. Paragraph [0038] of Raman discloses "The first-network-access device may also receive from the network-access-control device a second indication that causes the first-network-access device to return any remaining (i.e., unused) credits to the network-access-control device. These unused credits may be returned to the cache of available credits or reallocated to the session activity on the second-network-access device or any other eligible session activity." Raman teaches handing off a session of a wireless-mobile node from one "network-access device" to another. Each network-access device debits credits for the session activity that occurs while the wireless mobile node is in independent network access for the session activity as outlined in the Abstract. Raman does not teach or suggest that "remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups" as recited in present independent claim 1. Moreover, Raman does not teach or suggest multiple service groups for which a pricing weight may differ, much less that remaining resources for multiple service groups can be

reallocated based on the pricing weight. The reallocation of Raman paragraph [0038] is simply returning unused credits to a network-access-control device or passing them along to the next network-access device. Therefore, Raman cannot cure the deficiency that the Examiner is suggesting.

Claim 1 further recites, *inter alia* “each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group[.]” The Examiner admits that Ephraim does not distinctly disclose this element and cites paragraph [0028] of Raman to cure the deficiency. Applicant respectfully disagrees. Paragraph [0028] of Raman discloses “While session activity is ongoing, the first-network-access device debits the usage of the session activity from the blocks of credits. While the credits in the received blocks remain above a predetermined threshold, the first-network-access device may continue to debit the session activity from the blocks of credits.” Raman is merely disclosing that credits can be debited as long as credits remain above a threshold. In the claimed invention, there are multiple service groups with multiple data delivery limits such that the singular threshold defined in Raman cannot teach or suggest the present claimed invention. Further, the pricing weight is defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery unit of the service group (emphasis added). The Examiner fails to distinctly point out where either of the cited prior art references disclose that a price weight for each service group is defined as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group; therefore, independent claim 1 is novel over the cited references, taken individually or in combination.

Claim 1 also recites, *inter alia* “to obtain a new proportional data delivery limit for each service group individually, the new proportional data delivery limits being for use in delivery of data after a service group has exceeded its proportional data delivery limit.” The Examiner admits that Ephraim does not distinctly disclose these elements and cites paragraphs [0052] and [0151] of Raman to correct this deficiency. Applicant respectfully disagrees. Paragraph [0052] of Raman is relevant only to the handoff of a cache of credits from one network-access device to another and the receipt of more

credits from a network control device as recited in the portion of paragraph [0052] cited by the Examiner: "...The network-access-control device retrieves from the first network-access device at least some of any remaining credits, then grants a new block of credits to the second network-access device..." Nowhere in Raman is it indicated that there are multiple proportional data delivery limits, each corresponding to a respective service group. Paragraph [0151] of Raman, as cited by the examiner, recites "...the first-network-access device 151 may make the request for additional credits when no credits remain in the block. In another alternative, the first-network-access device 151 may make the request for additional credits based on an algorithm that insures that as long as available credits remain, it will receive additional blocks of credits..." Nowhere in the disclosure of Raman, nor in Ephraim, are multiple "proportional data delivery limits" disclosed, taught, or suggested. Moreover, obtaining a new proportional data delivery limit for each service group individually for use in delivery of data after a service group has exceeded its proportional data delivery limit is not disclosed in any of the cited references as the Examiner has indicated.

In view of the above, Ephraim, even when combined with Raman, fail to teach or disclose all elements of present independent claim 1 and therefore independent claim 1 is presently in condition for allowance.

Independent claim 9, discloses similar elements in various combinations and are similarly rejected by the Office Action summarily in the rejections addressed above with respect to claim 1. Therefore, as the rejections of claim 1 have been overcome, independent claim 9, is similarly in condition for allowance.

The Rejection of Independent Claims 6, 7, and 15

Claim 6 recites *inter alia* "a rating device configured to receive information of the prepaid resources and of charging criteria of service groups and to set initial data delivery limits for the service groups based on the received information[.]" Claims 7 and 15 recite similar elements. The Examiner suggests that Ephraim, paragraph [0039] discloses this element of present claim 6 and similar elements of claims 7 and 15. Applicant

respectfully disagrees. Ephraim discloses in paragraph [0039] that data packets might be charged at different rates. Further, Ephraim recites that “data monitor 38 more preferably calculates the charge for the data transfer according to an arbitrary internal unit, which is described in greater detail below as a ‘token’[.]” Ephraim goes on to recite in paragraph [0046] that “data monitor 38 sends the required number of tokens to be obtained from the account of the subscriber to prepaid server 34...If sufficient funds are available, then prepaid server 34 sends the required tokens to data monitor 38, thereby enabling the transfer to occur, and debits the account of the subscriber appropriately.” Ephraim discloses that a data service is assigned a value in “tokens” and that value is withdrawn from the account of a subscriber. Conversely, the present application uses data delivery limits for the different service groups. Ephraim only has one limit involved, that being the amount of “tokens” a subscriber has available in an account.

Each of claims 6 and 7 recite “a measuring device configured to allocate a proportional data delivery limit for each service group individually, wherein each proportional data delivery limit is defined as a proportion of the initial data delivery limit for the respective service group[.]” Claim 15 recites a similar element. As detailed above in the arguments with respect to claim 1, Ephraim does not teach or suggest such an element and the combination with Raman does not correct this deficiency. Therefore, independent claims 6, 7, and 15 are presently in condition for allowance.

The Rejection of the Dependent Claims is Overcome

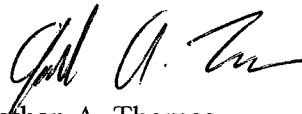
Because each of the dependent claims includes each of the recitations of a respective independent base claim, Applicants further submit that the dependent claims are patentably distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above. Accordingly, applicants respectfully submit that the rejections of the dependent claims are overcome and the dependent claims are in condition for allowance.

CONCLUSION

In view of the amended claims and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned agent to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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